

REQUEST FOR PROPOSALS

Water and Wastewater Service Reviews

As approved by the Ventura LAFCO on July 17, 2002

REQUEST FOR PROPOSALS

Water and Wastewater Service Reviews

I. Objective:

The Ventura Local Agency Formation Commission (LAFCO) is seeking proposals from professional service firms to prepare service reviews of 38 public water and/or wastewater service providers in Ventura County. This work is to be completed in compliance with applicable California Government Code provisions and the latest available LAFCO Service Review Guidelines prepared by the Governor's Office of Planning and Research.

II. Background:

The mandate for LAFCOs to conduct service reviews is part of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 ("CKH Act"; CA Government Code §56000 et seq.). LAFCOs are required to conduct service reviews prior to or in conjunction with sphere of influence updates, and are required to review and update as necessary the sphere of influence for each city and special district not less than once every five years (see Attachment 1). Thus, LAFCOs must complete service reviews for all cities and special districts within 5 years from the effective date of the CKH Act or January 1, 2006.

The Ventura LAFCO is responsible for establishing, reviewing and updating as necessary the spheres of influence for 60 public agencies in Ventura County (10 cities and 50 special districts). As preparation for initiating the service review and sphere of influence update process the Ventura LAFCO adopted a three-phase work plan. The first phase consists primarily of a review of the 38 public agencies (9 cities and 29 special districts) that provide some form of water and/or wastewater services in Ventura County. This first phase service review of public water and/or wastewater service providers is to be conducted by a professional service firm under the operational direction of the LAFCO Executive Officer and is the subject of this Request for Proposals (RFP).

III. Scope of Services:

The CKH Act requires LAFCO to prepare an analysis of each service and a written statement of determinations with respect to each of the following:

- 1) Infrastructure needs or deficiencies

- 2) Growth and population projections for the affected area
- 3) Financing constraints and opportunities
- 4) Cost avoidance opportunities
- 5) Opportunities for rate restructuring
- 6) Opportunities for shared facilities
- 7) Government structure options, including advantages and disadvantages of the consolidation or reorganization of service providers
- 8) Evaluation of management efficiencies
- 9) Local accountability and governance

A draft scope of services is enclosed with this RFP as Attachment 2. A final scope of services will be negotiated with the firm selected to conduct the water and wastewater service reviews and will be included with the professional services agreement (see Attachment 3) to be approved by LAFCO.

IV. Budget:

LAFCO has budgeted \$125,000 for professional services in fiscal year 2002-03. Of this amount approximately \$100,000 will be available for water and wastewater service reviews. A final budget amount for this project will be negotiated with the firm selected for the work prior to an agreement being recommended to LAFCO for adoption.

V. Schedule:

Timing is a concern to LAFCO given the deadlines in the CKH Act and the desire of some of the agencies involved to have their sphere of influence updated. It is strongly desired that all water and/or wastewater service reviews be completed by June 30, 2003. The final overall schedule for this project will be negotiated with the firm selected for the work prior to an agreement being recommended to LAFCO for adoption.

VI. Proposal Requirements:

Responses to this RFP must include all of the following:

1. A statement about the firm that describes history, competencies and resumes of the principal and of all professionals who will be involved in the work. This statement should address the following criteria:
 - A management level understanding of how the full range of municipal services are financed and delivered
 - A familiarity with the CKH, the role and functions of LAFCOs, and the service review process
 - Experience with the operational aspects of public water and wastewater systems in Southern California
 - Experience in governmental organization analysis, including performance measurement and benchmarking techniques

Ventura LAFCO Request for Proposals
Water and Wastewater Service Reviews

- Ability to facilitate and synthesize input from a variety of stakeholders
 - Ability to quickly interpret varied budget and planning documents
 - Experience in identifying and fostering multi-agency partnerships and problem solving
 - Public input processes and handling the presentation and dissemination of public information for review and comment
 - The ability to lead divergent interests toward definition and implementation of a common goal
2. Identification of the lead professional responsible for the project and identification of the professional(s) who will be performing the day-to-day work.
 3. Identification of any sub-consultants who will be involved. If sub-consultants are proposed, describe the work they will perform and include the same information for each sub-consultant as required for items 1 and 2 above.
 4. A statement of related experience accomplished in the last 2 years and references for each such project, including the contact name, address and telephone number.
 5. A statement regarding the anticipated approach for this project, explicitly discussing and identifying suggested changes to the draft scope of services (Attachment 2).
 6. Comments about the standard form professional services agreement (Attachment 3), specifically including the ability of the firm to meet the insurance requirements and to comply with the conflict of interest provisions.
 7. Identification of any information, materials and/ or work assistance required from the Ventura LAFCO to complete the project.
 8. An overall project schedule, including the timing of each work task
 9. Information about the availability of all the professionals who will be involved in the work, including any sub-consultants.
 10. The anticipated project cost, including:
 - a. A not-to-exceed total budget amount.
 - b. The cost for each major sub-task identified in the draft scope of services.
 - c. The hourly rates for each person who will be involved in the work, including the rates for any sub-consultants.

VII. Submittal Requirements:

DUE DATE:

On or before 5 P.M., Thursday, August 29, 2002.

NUMBER OF COPIES:

6 original copies and 1 fully reproducible copy.

DELIVER TO:

Ventura LAFCO
County of Ventura
Hall of Administration
800 S. Victoria Ave.
Ventura, CA 93009-1850

Note: If delivery is to be in person, please first call the LAFCO office (805/ 654-2576) to arrange a delivery time.

VIII. Selection Process:

Based on relevant work experience, the completeness of the responses and the overall project approach identified in the proposals received, up to 4 firms will be selected for follow-up interviews. Interviews will be conducted by one or two Commissioners from the Ventura LAFCO, the Ventura LAFCO Executive Officer and two or three General Managers and/or Public Works Directors representing agencies involved in the service review process. Tentatively, interviews will be scheduled for the week of September 16 or the week of September 23, 2002.

Following interviews, the most qualified firm will be selected and a recommended agreement including budget, schedule and a scope of services will be negotiated. Final selection will be made by LAFCO by approving a professional services agreement for the work. Action by the Ventura LAFCO on a recommended agreement is tentatively scheduled for Wednesday, October 16, 2002.

IX. LAFCO Contact:

Everett Millais, Executive Officer
Ventura LAFCO
800 S. Victoria Avenue
Ventura, CA 93003-1850

Voice: (805) 654-2575
Fax: (805) 477-7101

Email: everett.Millais@mail.co.ventura.ca.us

X. Attachments:

1. CA Government Code sections relating to service reviews and sphere of influence updates (Attachment 1).
2. Initial draft scope of services (Attachment 2).
3. Standard form LAFCO professional services agreement (Attachment 3).

XI. Reference Information:

For general information about the Ventura LAFCO and the special districts in Ventura County, refer to the Ventura LAFCO web site:

www.ventura.lafco.ca.gov

Note especially the “Service Review & Sphere of Influence Update Work Plan 2002-2005” and the “Special Districts Study 2001” under the “Publications” heading.

For the latest publicly available LAFCO Service Review Guidelines, see the Governor’s Office of Planning and Research web site:

www.opr.ca.gov/localplanning/LAFCOReform.shtml

For examples of some completed service reviews, visit the San Luis Obispo LAFCO’s web site:

www.slolafco.com



REQUEST FOR PROPOSALS Water and Wastewater Service Reviews

ATTACHMENT 1

CA GOVERNMENT CODE SECTIONS RELATING TO SERVICE REVIEWS AND SPHERE OF INFLUENCE UPDATES

56425 (f) Upon determination of a sphere of influence, the commission shall adopt that sphere, and shall review and update, as necessary, the adopted sphere not less than once every 5 years.

56430 (a) In order to prepare and to update spheres of influence in accordance with section 56425, the commission shall conduct a service review of the municipal services provided in the county or other appropriate area designated by the commission. The commission shall include in the area designated for service review the county, the region, the sub-region, or such other geographic area as is appropriate for an analysis of the service or services to be reviewed, and shall prepare a written statement of its determinations with respect to each of the following:

- (1) infrastructure needs or deficiencies;
- (2) growth and population projections for the affected area;
- (3) financing constraints and opportunities;
- (4) cost avoidance opportunities;
- (5) opportunities for rate restructuring;
- (6) opportunities for shared facilities;
- (7) government structure options, including advantages and disadvantages of consolidation or reorganization of service providers;
- (8) evaluation of management efficiencies; and
- (9) local accountability and governance.

(b) In conducting a service review, the commission shall comprehensively review all of the agencies that provide the identified service or services within the designated geographic area.

(c) The commission shall conduct a service review before, or in conjunction with, but no later than the time it is considering an action to establish a sphere of influence in accordance with section 56425 or section 56426.5 or to update a sphere of influence pursuant to section 56425.

(d) Not later than July 1, 2001, the Office of Planning and Research, in consultation with commissions, the California Association of Local Agency Formation Commissions, and other local governments, shall prepare guidelines for the service reviews to be conducted by commissions pursuant to this section.



REQUEST FOR PROPOSALS Water and Wastewater Service Reviews

ATTACHMENT 2

DRAFT SCOPE OF SERVICES

GENERAL DESCRIPTION

CONSULTANT shall be responsible for organizing and preparing service reviews for water and/or wastewater services in compliance with CA Government Code §56430 for the following 38 agencies in Ventura County:

CITIES:

City of Camarillo (water only)
City of Fillmore
City of Ojai (water only)
City of Oxnard
City of Port Hueneme
City of San Buenaventura (Ventura)
City of Santa Paula
City of Simi Valley
City of Thousand Oaks

SPECIAL DISTRICTS:

Calleguas Municipal Water District (water only) **
Camarillo Sanitary District (wastewater only) **
Camrosa Water District **
Casitas Municipal Water District
Channel Islands Beach Community Services District
Fox Canyon Groundwater Management Agency (water only) **
Hidden Valley Municipal Water District (water only) **
Lake Sherwood Community Services District (water only) **
Meiners Oaks County Water District (water only) **
Montalvo Municipal Improvement District (wastewater only) **
Ocean View Municipal Water District (water only) **
Ojai Basin Groundwater Management Agency (water only) **
Ojai Valley Sanitary District (wastewater only) **
Ojai Water Conservation District (water only) **
Pleasant Valley County Water District (water only) **

**Ventura LAFCO Request for Proposals
Water and Wastewater Service Reviews
ATTACHMENT 2
Draft Scope of Services**

SPECIAL DISTRICTS (continued):

Saticoy Sanitary District (wastewater only) **
Triunfo Sanitation District **
United Water Conservation District (water only)
Ventura County Resource Conservation District (water only) **
Ventura County Service Area No. 29 (wastewater only) **
Ventura County Service Area No. 30 (wastewater only) **
Ventura County Service Area No. 32 (wastewater only) **
Ventura County Waterworks District No. 1 **
Ventura County Waterworks District No. 8 (water only) **
Ventura County Waterworks District No. 16 (wastewater only) **
Ventura County Waterworks District No. 17 (water only) **
Ventura County Waterworks District No. 19 (water only) **
Ventura Regional Sanitation District
Ventura River County Water District (water only)**

** Indicates that the ONLY service reviews necessary for these agencies are for water and wastewater services and that, upon completion, LAFCO can update spheres of influence. For all the cities and for the other special districts additional service reviews must be completed before sphere of influence updates can occur.

In completing all tasks and work products CONSULTANT recognizes that it is the express desire of LAFCO to:

- Conduct the service review process in a collaborative fashion with opportunities for input and review by each of the agencies being reviewed;
- Encourage public participation in the service review process;
- Develop a service review “template” that can be used for other service reviews and that can be easily updated in the future;
- Develop a Microsoft Access database of all service review information and recommendations;
- Have all public work products be readily accessible to, and easily understandable by, the general public;
- Have the end work products be in a “stand alone” format for each agency and in a format that facilitates comparison between agencies;
- Have the end work products be of meaningful use to all agencies involved in the service review process.

TASK 1 – Preparation

- a. Prepare a draft, standardized survey instrument(s) for use for both water and wastewater service reviews in consultation with LAFCO staff and based on questions/issues contained in the latest available Service Review Guidelines

**Ventura LAFCO Request for Proposals
Water and Wastewater Service Reviews
ATTACHMENT 2
Draft Scope of Services**

prepared by the Governor's Office of Planning and Research. The survey instrument must address each of the 9 factors in Government Code §56430 and should also provide for the identification of:

- i. Basic information about each agency including contact information, current Council or Board members and their terms of office, Council or Board member compensation, election information (e.g. number of candidates in the last election, etc.) meeting information, and staffing levels.
 - ii. The total assessed valuation, total population and the total number of "customers" currently receiving service, for each service by agency.
 - iii. All households, addresses, parcels and/or entities currently receiving water and/or wastewater service that are outside the existing boundaries and that are outside the existing sphere of influence for each agency.
 - iv. The projected water and/or wastewater service demand for each agency for the next 5 years and the next 10 years.
 - v. The major water and/or wastewater issues facing each agency for the next 5 year and the next 10 year periods, and potential actions by LAFCO (e.g. sphere of influence changes or initiation of mergers, consolidations, or dissolutions) that could assist in alleviating these issues, if any.
- b. Distribute survey instrument for review and comment.
 - c. Finalize survey instrument(s).
 - d. In consultation with LAFCO staff, design a database based on Microsoft Access to tabulate all relevant survey information and ultimate recommendations and LAFCO determinations.

Task 1 timing and work products: On or before [DATE] Consultant shall deliver to LAFCO a final standardized survey instrument for water and wastewater service reviews and a database design for the tabulation of survey results, service review recommendations and LAFCO determinations.

TASK 2 – Information Collection and Review

- a. Distribute survey instrument(s) to each agency for completion.
- b. Collect survey instruments.
- c. Collect relevant source documents for each agency, including applicable statutes, service area maps, master service plans, best practices plans, audits, budgets, regulatory and operating permits, and other information relevant to completing water and wastewater service reviews.
- d. Meet as necessary with the appropriate representative(s) of each agency to ensure that all necessary information has been collected in a consistent format.
- e. Attend at least one public meeting of each special district to observe actual operational characteristics of the District Boards of Directors.
- f. Enter all information collected into the Microsoft Access database and prepare an initial report for each agency.

**Ventura LAFCO Request for Proposals
Water and Wastewater Service Reviews
ATTACHMENT 2
Draft Scope of Services**

- g. Distribute the database report to each agency for review and verification.
- h. Prepare final database based on review and verification process.

Task 2 timing and work product: On or before [DATE] Consultant shall deliver to LAFCO a completed database of all information collected for each agency.

TASK 3 – Working Draft Reports

- a. For each agency prepare a working draft service review report that includes:
 - i. A summary description about the agency, including applicable maps.
 - ii. The database information from Task 2.
 - iii. Recommended written determinations for each of the 9 factors in Government Code §56430.
 - iv. Recommendations for sphere of influence update actions and, for special districts, any recommendations for mergers, consolidations or dissolutions.
- b. Prepare a working draft summary comparison report that summarizes and compares the database information collected for all agencies.
- c. In conjunction with LAFCO staff distribute the working draft service review and summary comparison reports to each agency for review and comment.

Task 3 timing and work products: On or before [DATE] Consultant shall deliver to LAFCO working draft service review reports for each agency containing recommended determinations and recommendations, and a working draft summary comparison report summarizing and comparing all database information collected for all agencies.

TASK 4 - Public Draft Reports

- a. Based on the input received on the working draft service review reports, prepare a public draft service review for each agency.
- b. Based on the input received on the working draft summary comparison report, prepare a summary comparison report.
- c. In conjunction with LAFCO staff distribute the public draft service review and summary comparison reports to all agencies, LAFCO and the general public, and present the public draft reports to LAFCO for review and comment at a public hearing.

Task 4 timing and work products: On or before [DATE] Consultant shall deliver to LAFCO the public draft service review reports for each agency containing recommended determinations and recommendations, and a public draft summary comparison report summarizing and comparing all database information collected for all agencies. Attendance and presentations at up to 4 public meetings.

TASK 5 – Final Draft Reports

**Ventura LAFCO Request for Proposals
Water and Wastewater Service Reviews
ATTACHMENT 2
Draft Scope of Services**

- a. Based on information and input received at the LAFCO public hearing on the public draft service review reports, prepare a final draft service review report for each agency containing:
 - i. A cover, title pages and a table of contents
 - ii. A summary description about the agency, including any applicable maps
 - iii. The database information from Task 2 as updated
 - iv. Recommended written determinations for each of the 9 factors in Government Code §56430
 - v. Recommendations for sphere of influence update actions and, for special districts, any recommendations for mergers, consolidations or dissolutions.
- b. Based on information and input received at the LAFCO public hearing on the public draft summary comparison report, prepare a final draft summary comparison report that summarizes and compares database information for all agencies.
- c. In conjunction with LAFCO staff distribute the final draft service review and summary comparison reports to all agencies, LAFCO and the general public, and present the final draft service review and summary comparison reports to LAFCO for action at a public hearing.

Task 5 timing and work products: On or before [DATE] Consultant shall deliver to LAFCO a final draft service review report for each agency containing recommended determinations and recommendations, and a final draft summary comparison report summarizing and comparing all database information collected for all agencies. Attendance and presentations at up to 4 public meetings.

TASK 6 – Final Reports

- a. Based on information and input received at the LAFCO public hearing on the final draft service review reports, prepare a final service review report for each agency.
- b. Based on information and input received at the LAFCO public hearing on the final draft summary comparison report, prepare a final summary comparison report that summarizes and compares database information for all agencies.

Task 6 work products: On or before [DATE] Consultant shall deliver to LAFCO 1 final, 1 camera-ready original and one Microsoft Word (Office 2000 Professional) formatted version, of the final service review report for each agency as adopted by LAFCO, and 1 final, 1 camera-ready original and one Microsoft Word (Office 2000 Professional) formatted version of the final summary comparison report as adopted by LAFCO.



Local Agency Formation Commission

REQUEST FOR PROPOSALS

ATTACHMENT 3

STANDARD FORM PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT FOR

This Agreement made and entered into as of this day of, 2002 between the Ventura
Local Agency Formation Commission ("LAFCO") and , hereinafter referred
to as "CONSULTANT."

RECITALS

- A. LAFCO's Need for Services: .
- B. CONSULTANT'S Experience and Availability: .

AGREEMENT

1. SERVICES TO BE PERFORMED BY CONSULTANT. In consideration of the payments hereinafter set forth, CONSULTANT will perform services for LAFCO in accordance with requested services as set forth and in Exhibit A attached hereto and by this reference made a part hereof.

2. NOTICES. All notices required under this Agreement shall be in writing and addressed or delivered as follows:

TO LAFCO:

TO CONSULTANT:

Ventura LAFCO
800 South Victoria Avenue
Ventura, CA. 93009-1850

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, certified or registered mail, postage prepaid, notices shall be deemed given on the third day following such deposit in the United States mail. In all other instances, notices shall be deemed given at the time of actual delivery.

3. TERM. This Agreement shall be in effect from , through , subject to all the terms and conditions set forth herein.
4. PAYMENTS. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit B, LAFCO shall make payment to CONSULTANT in the manner specified in Exhibit B.
5. STATUS OF CONSULTANT. It is understood and agreed that CONSULTANT is at all times an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONSULTANT will not be entitled to any benefits payable to employees of LAFCO, including but not limited to overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. LAFCO is not required to make any tax or benefits deductions from the compensation payable to CONSULTANT under the provisions of this Agreement. As an independent contractor, CONSULTANT hereby holds LAFCO harmless from any and all claims that may be made against LAFCO based upon any contention by any third party that an employer-employee relationship exists by reason of the Agreement.

If, in the performance of this Agreement, any third persons are employed by CONSULTANT, such persons will be entirely and exclusively under the direction, supervision and control of CONSULTANT. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by CONSULTANT. LAFCO will have no right or authority over such persons or the terms of such employment, except as provided in this Agreement.

6. CONFLICT OF INTEREST. CONSULTANT covenants that CONSULTANT presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT further covenants that in the performance of this Agreement no person having such interest will be employed or retained by CONSULTANT under this Agreement.

7. NON-DISCRIMINATION.

A. General

No person shall on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, political affiliation, or any other unlawful basis, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.

B. Employment

CONSULTANT shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. CONSULTANT's personnel policies shall be made available to LAFCO upon request.

8. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION. All activities and/or work covered by this Agreement will be at the risk of CONSULTANT alone. CONSULTANT agrees to defend (at LAFCO's request), indemnify and save harmless LAFCO, its commission, officers, employees, agents and volunteers, from and against any and all claims, lawsuits, judgments, debts, demands and liability, whether against CONSULTANT, LAFCO or others, including, without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by CONSULTANT, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of LAFCO. CONSULTANT agrees to waive all rights of subrogation against LAFCO for losses arising directly or indirectly from the activities and/or work covered by this Agreement.

9. INSURANCE PROVISIONS.

- A. CONSULTANT, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance.

1. Commercial General Liability “occurrence” coverage in the minimum amount of \$500,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$1,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
 2. Automobile Liability coverage in the minimum amount of \$100,000 CSL/\$300,000 aggregate bodily injury & property damage, including owned, non-owned and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
 3. Professional Liability (Errors & Omissions) coverage in the minimum amount of \$1,000,000 each occurrence and \$3,000,000 aggregate.
- B. All insurance required will be primary coverage as respects LAFCO and any insurance or self-insurance maintained by LAFCO will be excess of CONSULTANT’s insurance coverage and will not contribute to it.
- C. LAFCO is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D. LAFCO, its commission, officers, employees, agents and volunteers are to be named as Additional Insureds as respect work done by CONSULTANT under the terms of this Agreement on all policies required (except Workers’ Compensation).
- E. CONSULTANT agrees to waive all rights of subrogation against LAFCO of Ventura, its commission, officers, employees, agents and volunteers for losses arising directly or indirectly from the activities and/or work performed by CONSULTANT under the terms of this Agreement.
- F. Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice have been given to LAFCO.
- G. CONSULTANT agrees to provide LAFCO with the following insurance documents on or before the effective date of this Agreement:
1. Certificates of Insurance for all required coverages.
 2. Additional Insured endorsements.

3. Waiver of Subrogation endorsements (A.K.A.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others).

Failure to provide these documents may be grounds for immediate termination or suspension of this Agreement.

10. TERMINATION. LAFCO may terminate this Agreement at any time for any reason by providing 30 days written notice to CONSULTANT. In the event of termination under this paragraph, CONSULTANT shall be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this Agreement. On completion or termination of this Agreement, LAFCO shall be entitled to immediate possession of and CONSULTANT shall furnish on request, all computations, plans, maps, files (including electronic files), correspondence and other pertinent data gathered or computed by CONSULTANT for this particular Agreement prior to any termination. CONSULTANT may retain copies of said original documents for CONSULTANT's files. CONSULTANT hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth in this paragraph, in the event of such termination.

This right of termination belonging to LAFCO may be exercised without prejudice to any other remedy which it may be entitled at law or under this Agreement.

11. DEFAULT. If CONSULTANT defaults in the performance of any term or condition of this Agreement, CONSULTANT must cure that default by a satisfactory performance within 10 days after service upon CONSULTANT of written notice of the default. If CONSULTANT fails to cure the default within that time, then LAFCO may terminate this Agreement without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to Paragraph 12 below.

12. NON-ASSIGNABILITY. CONSULTANT shall not assign this Agreement or any portion thereof, to a third party without the prior written consent of the LAFCO Executive Officer, and any attempted assignment without such prior written consent shall be null and void and shall be cause, at LAFCO's sole and absolute discretion, for immediate termination of this Agreement.
13. SUBSTITUTION. If particular people are identified in Exhibit A as working under this Agreement, the CONSULTANT may assign others to complete specific tasks with written permission from the LAFCO Executive Officer or his authorized representative. Any such assignment shall be with a person of commensurate experience and knowledge necessary for the tasks to be undertaken.

14. INVESTIGATION AND RESEARCH. CONSULTANT by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Agreement is based upon such investigation and research, and not upon any representation made by the LAFCO or any of its officers, agents or employees, except as provided herein.
15. CONTRACT MONITORING. The LAFCO designated representative shall have the right to review the work being performed by the CONSULTANT under this Agreement at any time during CONSULTANT's usual working hours. Review, checking, approval or other action of the LAFCO shall not relieve CONSULTANT of CONSULTANT's responsibility for the thoroughness of the services to be provided hereunder. This Agreement shall be administered by the LAFCO Executive Officer or his authorized representative.
16. ADDENDA. LAFCO may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of CONSULTANT's compensation which are mutually agreed upon by and between LAFCO and CONSULTANT shall be effective when incorporated in written amendments to this Agreement.
17. CONFIDENTIALITY. Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by CONSULTANT under this Agreement which LAFCO requests in writing to be kept confidential shall not be made available to any individual or organization by CONSULTANT without the prior written approval of the LAFCO Executive Officer, except as authorized by law.
18. SEVERABILITY OF AGREEMENT. If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Agreement's terms shall remain in full force and effect and shall not be affected.
19. CUMULATIVE REMEDIES. The exercise of or failure to exercise legal rights and remedies by LAFCO in the event of any default or breach hereunder shall not constitute a waiver or forfeiture of any other rights and remedies, and shall be without prejudice to the enforcement of any other rights or remedy available by law or authorized by this Agreement.
20. MERGER CLAUSE. This Agreement supersedes any and all other agreements, either oral or written, between CONSULTANT and LAFCO, with respect to the subject of this Agreement. This Agreement contains all of the covenants and agreements between the parties with respect to the services required thereunder. CONSULTANT acknowledges that no representations, inducements, promises or agreements have been made by or on behalf of LAFCO except those covenants and agreements embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding.

21. GOVERNING LAW. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the laws of the State of California.
22. COMPLIANCE WITH LAWS. Each party to this Agreement shall comply with all applicable laws.
23. CONSTRUCTION OF COVENANTS AND CONDITIONS. Each term and each provision of this Agreement shall be construed to be both a covenant and a condition.

Executed at Ventura, California

VENTURA LOCAL AGENCY
FORMATION COMMISSION

CONSULTANT

BY: _____
Chair, Ventura LAFCO

BY: _____

Date: _____

Date: _____

Taxpayer ID# _____

EXHIBIT A

VENTURA LOCAL AGENCY FORMATION COMMISSION PROFESSIONAL SERVICES AGREEMENT FOR

SCOPE OF SERVICES

EXHIBIT B

VENTURA LOCAL AGENCY FORMATION COMMISSION PROFESSIONAL SERVICES AGREEMENT FOR

SCHEDULE OF COMPENSATION

- A. METHOD OF PAYMENT: Payment for all work performed by CONSULTANT pursuant to the terms of the Agreement will be made on the basis of the hourly rates set forth below, plus actual out-of-pocket costs incurred in performing the work.

<u>PERSONNEL</u>	<u>RATE PER HOUR</u>
	\$

- B. BILLING: Within ten (10) days after the end of each calendar month in which services are performed or expenses are incurred under this Agreement, CONSULTANT will submit an invoice to LAFCO at the following address:

Ventura Local Agency Formation Commission
800 South Victoria Avenue
Ventura, CA 93009-1850

The invoice submitted pursuant to this paragraph shall reference this Agreement and show the hours worked by each person who performed services during the billing period, the hourly rate of pay for each person who performed services, the dates on which the services were performed, a description of the services performed, actual out-of-pocket expenses incurred in the performance of the services, and such other information as the LAFCO Executive Officer may reasonably require.

- C. TIME OF PAYMENT: LAFCO will make payment to CONSULTANT within thirty (30) days after submittal of CONSULTANT'S invoice and approval.
- D. MAXIMUM COMPENSATION: Notwithstanding the foregoing, CONSULTANT will complete all the work and tasks described in Exhibit "A" for a total amount of compensation that does not exceed \$, which includes all out-of-pocket expenses.